

**Los Angeles County
Board of Supervisors**

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December 07, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

**APPROVAL OF TWO REVENUE RECOVERY SERVICES CONTRACTS
WITH COMPSPEC, INC. AND HEALTH ADVOCATES, LLC
(ALL DISTRICTS)
(3 VOTES)**

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www.dhs.lacounty.gov

SUBJECT

To improve health

through leadership,

service and education.

Request approval of two replacement contracts with CompSpec, Inc., and Health Advocates, LLC for Medi-Cal Resource Development and Recovery Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute a replacement contract with CompSpec, Inc. (CompSpec) and Health Advocates, LLC (Health Advocates), each effective upon Board approval, for the period January 1, 2011 through December 31, 2013 with an optional one-year extension for the provision of Medi-Cal Resource Development and Recovery Services (MRDRS) to be reimbursed on a contingency fee basis.
2. Delegate authority to the Interim Director, or his designee, to execute an amendment to further extend the term of the contracts for an additional one year period of January 1, 2014 through December 31, 2014, for the continued provision of MRDRS, upon approval of County Counsel, and notice to your



Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Interim Director to execute replacement contracts, substantially similar to Exhibits I and II, for the continued provision of MRDRS. Currently, under contracts that expire on December 31, 2010, CompSpec and Health Advocates act as a safety-net to the Department of Health Services' (DHS) financial screening and Medi-Cal application processing, in order to help ensure that potential third-party revenues, primarily Medi-Cal, are maximized.

Approval of the second recommendation will allow the Interim Director, or his designee, to execute an Amendment to further extend the term of the contract for a one-year period, beginning January 1, 2014 through December 31, 2014. Prior to executing any Amendment, DHS will obtain prior approval of County Counsel and provide notice to your Board and the CEO.

When the most current extension of the two contracts was approved in March 2010, DHS advised your Board that a revised Request for Proposals (RFP) for MRDRS would be issued to replace the prior RFP that was cancelled as a result of ambiguities in the document. DHS initially anticipated completing the competitive solicitation and recommending successor contracts prior to December 31, 2010. The current incumbents were the only two proposers in response to the RFP that was cancelled. No other vendors expressed any interest in the RFP or in providing the services. After further research and analysis, it was determined that it was unlikely there were any MRDRS providers other than the current two contractors who would be interested in contracting with the County. DHS believes that replacement contracts with the current two firms is an acceptable alternative to a revised RFP in this case. The relatively short term of the proposed contracts will also allow DHS to determine the impact that Health Care Reform will have on MRDRS and plan appropriately for the future.

The recommended replacement contracts will compensate the contractors on a set contingency fee for each Medi-Cal inpatient paid day to the County. In order to incentivize the contractors under the new contracts, there is a tiered contingency fee structure for Medi-Cal inpatient paid days. Starting at the same rate in the current contracts of \$188 per Medi-Cal paid day, there will be a higher contingency fee based on increased Medi-Cal inpatient paid days as a result of contractor collection efforts that exceed previous performance. If each contractor's collection performance remains the same as their Fiscal Year (FY) 2009-10 performance, the total contingency fees for Medi-Cal inpatient days to the contractors will remain substantially similar. If their performance exceeds current standards, there will be increased revenue to the County, as well as increased contingency fee payments to the contractors.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The two Contractors generated approximately \$12.1 million in gross revenue during FY 2009-10, allocated as follows:

Revenue Collected:

CompSpec \$5,596,635; Health Advocates \$6,508,790; Total \$12,105,425.

Contingency Fees Paid:

CompSpec \$961,437; Health Advocates \$1,037,630; Total \$1,999,067.

Fees Paid as a Percentage of Revenue Collected:

CompSpec 17 percent; Health Advocates 16 percent; Total 17 percent.

The estimated annual cost of these contracts is approximately \$2.0 million. Funding is included in the DHS FY 2010-11 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 17, 2004, your Board approved contracts with CompSpec and Health Advocates to provide MRDRS as a result of an RFP process. At that time, they were the only two RFP respondents. The contracts were effective from August 17, 2004 through August 31, 2009. MRDRS provides a back-up function to DHS' financial screening. Accounts are referred to the MRDRS contractors only after the efforts of DHS staff have been exhausted. In March 2010, your Board approved amendments extending the contracts through December 31, 2010 in order to analyze and complete the RFP process.

The contracts may be terminated by the County with or without cause upon ten days prior written notice and include all of the latest Board-mandated provisions.

DHS has determined that the provisions for the Living Wage Program (County Code Chapter 2.201) do not apply to these contracts, since the services are provided on an as needed basis. Account referrals made to each Contractor fluctuate, and there is no referral guarantees made by the County.

County Counsel has approved Exhibits I and II as to use and form.

CONTRACTING PROCESS

DHS conducted an RFP for MRDRS for which the current incumbents were the only two proposers. Due to some ambiguities in the RFP document, DHS cancelled the RFP and considered issuing a revised RFP. However, since no other vendors had expressed any interest in the RFP, DHS determined it would be unlikely to receive responses other than from the two incumbents. Therefore, DHS believes that replacement contracts with the current two firms is a preferred alternative to a revised RFP in this case.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will ensure that MRDRS will continue to maximize DHS' revenue recovery.

The Honorable Board of Supervisors

12/7/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:skd

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors



**MEDI-CAL RESOURCE DEVELOPMENT
AND RECOVERY SERVICES**

CONTRACT

WITH

HEALTH ADVOCATES, LLC

JANUARY 1, 2011

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(HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC
AND CLINICAL HEALTH ACT (HITECH)

MEDI-CAL RESOURCE DEVELOPMENT AND RECOVERY SERVICES CONTRACT

This Contract and Exhibits made and entered into this ____ day of _____, 2010 by and between the County of Los Angeles, hereinafter referred to as County and Health Advocates, LLC hereinafter referred to as Contractor. Health Advocates LLC is located at 14721 Califa Street, Van Nuys, CA 91411.

RECITALS

WHEREAS, the County may contract with private businesses for Medi-Cal Resource Development and Recovery Services ("MRDRS") when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing MRDRS; and

WHEREAS, County is authorized by Government Code 31000 to contract for these services; and

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and maintains through its Department of Health Services (hereafter "DHS") various County hospitals, ambulatory care centers, public health, emergency medical services administration, and other support facilities and programs (hereafter collectively referred to as "Facilities"); and

WHEREAS, the Facilities provide health care services to County patients and may seek reimbursement for such services from a payor source other than the patient/responsible relative, when needed, such as Medi-Cal, Medicare, Commercial Insurance, California Children's Services, Worker's Compensation, Mental Health Services Program ("MHSP"), or other Third Party liability coverage, by assisting patients with identifying possible Third Party eligibility coverage and completing their application; and

WHEREAS, the County Board of Supervisors has delegated the authority and responsibility for these activities to County's Director of Health Services, or his/her designee (hereafter jointly referred to as "Director"); and

WHEREAS, sometimes when Third Party eligibility coverage is denied by the payor source, and a patient is subsequently identified as a self-pay patient account (i.e., an account for which the patient has no identified Third Party coverage and the patient/responsible relative is obligated to pay the outstanding account balance), the Facilities will review a patient's Third Party eligibility coverage application paperwork to determine if such denial can be resolved or appealed; and

WHEREAS, DHS desires the services of a Contractor to assist Facilities in resolving or appealing inpatient and/or outpatient accounts that have been initially identified as Self-Pay or Short-Doyle only, or have been or will be , denied Third Party coverage and subsequently identified as Self-Pay, and obtaining patient documents and/or certification of documents for Third Party program requirements; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing financial services required in resolving or appealing denied Third Party coverage claims, and possesses the competence, expertise, and personnel, required to provide such services as described hereunder.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor's EEO Certification
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Contractor Employee Acknowledgement and
Confidentiality Agreement
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Health Insurance Portability and Accountability Act of
1996 (HIPAA) and the Health Care Information
Technology for Economic and Clinical Health Act
(HITECH)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1, Amendments and signed by both parties.

To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be

deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Accepted Account:** An Accepted Account is a Referred Account that has been referred to and accepted by the Contractor for processing in accordance with the provisions of this Contract.
- 2.2 All Inclusive Billing:** Per Citation A3-3660.4 of Medicare, Attachment B, DHS is an all inclusive biller.
- 2.3 Billing Attachment:** A Billing Attachment includes, but is not limited to, Treatment Authorization Request (TAR), Extension of Stay, Proof of Eligibility, and other documentation required by the State for Medi-Cal billing.
- 2.4 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *“Statement of Work”*, *Exhibit A*.
- 2.5 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the *“Statement of Work”*, *Exhibit A*.
- 2.6 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 County Facility Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating

to this Contract that cannot be resolved by the County's Project Manager.

- 2.9 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Facility (ies):** A Facility is a DHS facility or DHS contracted health Care service provider where County has subrogation or reimbursement rights for medical services provided.
- 2.13 Mental Health Services Program (MHSP):** MHSP is a State-funded County mental health program which pays providers in accordance with negotiated contract rates for mental health treatment services.
- 2.14 Medi-Cal Inpatient Paid Days:** Medi-Cal contract inpatient day paid to the County as a result of Contractor's efforts.
- 2.15 Referred Account:** A Referred Account is an account that has been forwarded to Contractor by the Facility, Health Services Administration (HSA), or Emergency Medical Services Agency (EMS), in accordance with the provisions of this MRDRS Contract and as identified in "*Statement of Work*", *Exhibit A* herein, for Contractor's assessment and acceptance or rejection.
- 2.16 Returned Account:** A Returned Account is a Referred Account that has been returned/rejected to the Facility by the Contractor, in accordance with the provisions of this Contract.
- 2.17 Self-Pay:** A Self Pay account is an account for which the patient has no identified Third Party coverage and the patient/responsible relative is obligated for the outstanding account balance.
- 2.18 Services Start Date:** Date mutually agreed upon by both parties upon which Contractor starts to provide services to County under this Contract.

- 2.19 Special Account:** From time to time, the County may designate accounts for processing based on County and Contractor mutually agreeing to establish protocols or by referral of accounts as “Special” Accounts.
- 2.20 Third Party:** A Third Party is a payor source, other than the patient/responsible relative, for an account, including, but not limited to, Medi-Cal, Medicare, Commercial Insurance, California Children’s Services, Workers’ Compensation coverage, MHSP, or other party liability.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the body of this Contract and “*Statement of Work*”, *Exhibit A*, which is attached hereto and incorporated herein by reference.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Contractor acknowledges that the quality of services(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.4 At the Director’s sole discretion and in accordance with Sub-paragraph 8.1.3, Amendments, a single or multiple Facilities may be added to or deleted from this Contract as necessary to maximize revenues to the County and accordingly, Contractor shall commence or discontinue services immediately upon Director’s written direction.
- 3.5 **Additional Covenants of Contractor:** In performing the services described in “*Statement of Work*”, *Exhibit A*, Contractor shall:
- 3.5.1 Use reasonable care to avoid duplicate invoicing;

- 3.5.2 Maintain the confidentiality of all material provided by County pursuant to *"Statement of Work", Exhibit A*, especially information regarding patient and Facility financial records. Contractor contractually recognizes the confidentiality of all patient data and therefore, shall obtain/extract only that information needed to discover and generate required Third Party claim information. All such collected information shall remain the property of County;
- 3.5.3 Return all the material provided by County pursuant to *"Statement of Work", Exhibit A*, promptly and in the same condition and sequence in which received;
- 3.5.4 Provide County with a report, in a format designated by the Director, describing data currently maintained by Contractor in the performance of MRDRS in accordance with *"Statement of Work", Exhibit A*, upon expiration or earlier termination of this Contract, if so requested by the Director;
- 3.5.5 Conduct business in a courteous manner and abide by and comply with all applicable federal, state and local statutes in contacting and dealing with patients of the Facilities.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be effective January 1, 2011 and continue through December 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional year through December 31, 2014. Such option and extension shall be exercised at the sole discretion of the Director.
- 4.3 The Contractor shall notify DHS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written

notification to DHS at the address herein provided in "*County's Administration*", *Exhibit C*.

4.4 Contractor shall commence MRDRS upon the Service Start Date.

5.0 COMPENSATION

5.1 Billing and Payment:

5.1.1 County agrees to compensate Contractor in accordance with the payment structure set forth in Sub-paragraph 5.2, Provision for Payment of the body of this Contract. Contractor shall individually bill each of the DHS Facilities as listed in Attachment A, Facility Locations/Service Sites, for payments received by County from billable work by Contractor pursuant to this Contract, and according to payment requirements set forth in Sub-paragraph 5.2, Provision for Payment.

5.1.2 The term "payment" shall include cash, credits, transfers, and capitation and premium fees received by the County. The term "payment" shall not include any Medicare or Medi-Cal cost report settlements, nor shall it include any block grant monies, including, but not limited to Medi-Cal Hospital Financing Waiver (Medi-Cal Redesign), Safety Net Carepool, Medical Disproportionate Share Hospital (DSH) funds, and 1115 Waiver funds.

Contractor shall be reimbursed on a contingent fee basis in accordance with Sub-paragraph 5.2, Provision for Payment, and based on collected payments as a result of MRDRS provided. The contingent fee payable to Contractor with respect to payments received by County shall be negotiated by Director or his designee and Contractor.

5.1.3 Contractor shall bill monthly in arrears with a separate invoice to each Facility for its portion of the billing. Each

invoice shall include details of actual charges for Contractor services. All amounts payable to Contractor will be paid by County to Contractor within a reasonable period following receipt of invoice evidenced by remittance advice for complete and correct payments for the billings generated by Contractor to third-party payers.

5.1.4 Payment by County hereunder shall be made within a reasonable time after receipt of a billing statement which is deemed to be complete and correct by the individual DHS Facilities, and/or the County's Auditor-Controller, or his/her duly authorized representative.

5.2 Provision for Payment: County shall compensate Contractor as follows.

5.2.1 For each Medi-Cal Contract Outpatient visit paid to County as a result of Contractor's efforts, in accordance with services provided under this Contract, the contingent fee payable to Contractor shall be negotiated by Contractor and Director, but not be greater than 25% of the payment received by the County.

5.2.2. For each Medi-Cal Contract Inpatient Day (MCID) paid to County as a result of Contractor's efforts, in accordance with services provided under this Contract, excluding Contractor's

MCID as a result of TAR appeals (5.2.4), the contingency fees payable to Contractor are shown in the table below:

Total MCID (Excludes TAR Appeal MCID)	Each Fiscal Year Fee per MCID			
	Tier I \$188	Tier II \$200	Tier III \$250	Tier IV \$200
LAC+USC MC	0-2,400 Days	2,401 – 3,400 Days	3,401- 4,300 Days	Over 4,300 Days
H/UCLA MC	0-1,600 Days	1,601 – 2,300 Days	2,301– 2,900 Days	Over 2,900 Days
OV-UCLA MC	0-600 Days	601 - 800 Days	801–1,000 Days	Over 1,000 Days
RLANRC	0- 900 Days	901 – 1,300 Days	1,301– 1,600 Days	Over 1,600 Days

Solely for determining which tier will be paid to the Contractor for accounts referred and paid pursuant to **this** Contract, the County will add the number of MCID paid to the County under Contract No. H-700691, Exhibit A, paragraph 9.A., to the number of MCID paid to the County under this Contract during each Fiscal Year (FY). The contingency fees paid for accounts referred under Contract No. H-700691 remains \$188 per MCID until the inventory of accounts is closed-out.

Example: For LAC+USC MC, the number of MCID paid to the County under Contract No. H-700691 is 2,500 and the number of MCID paid to the County under the current contract is 400 for a total of 2,900 MCID. 2,500 MCID would be paid at \$188 per MCID; and 400 MCID paid at \$200.

Example: For H-UCLA MC, the number of MCID paid to the County under Contract No. H-700691 is 1,800 and the number of MCID paid to the County under the current contract is 300 for a total of 2,100 MCID. 1,800 MCID would be paid at \$188 per MCID; and 300 MCID paid at \$200.

- 5.2.3 For patient's documents and/or certification of documents for Third Party programs such as Healthy Way L.A. (e. g., birth certificate, income information, etc.) provided to County as a result of Contractor's efforts, in accordance with services provided under this Contract, the fee payable to Contractor shall be negotiated by Contractor and Director, but not be greater than \$105 per account.
- 5.2.4 For payments received by the County as a result of Contractor's efforts pursuant to this Contract, from a Third Party resource other than as described in Sub-paragraph 5.2.2, Provision for Payment or as a result of a TAR appeal, the contingent fee payable to Contractor shall be negotiated by Contractor and Director, but not be greater than 18% of the payment received by the County. The payment received by the County to which such percentage shall be applied, shall be an amount which does not include payments for outpatient services rendered to the patient on any day which is more than thirty (30) calendar days after the first date of service for which the referral was made unless prior approval has been received by Facility.
- 5.2.5 Contractor shall be entitled to a contingent fee on retroactive eligible admissions/visits that are within the requirements of Title 22 of the California Code of Regulations 50148 and 50197 for retroactive Medi-Cal applications, as a result of

Contractor's efforts. This fee is payable only if Contractor identified the retro-eligible admissions/visits to the Facility and obtained the Facility's approval prior to initiating any MRDRS efforts.

- 5.2.6 All amounts payable to Contractor pursuant to this Sub-paragraph 5.2, Provision for Payment, shall be paid by County to Contractor within a reasonable period of time following County's receipt of complete and correct payments for the billings generated by Contractor. Only if approved by the Director, the fees for services may be deducted from the revenues recovered, and/or net payment may be forwarded to the County. At a minimum, Contractor shall submit monthly invoices detailing the payments received from all Third Party payers during the prior month. In no case shall County pay to Contractor any amounts pursuant to this Sub-paragraph 5.2, Provision for Payment, for any Third Party payments received by Facilities prior to the services start date. Contractor shall be entitled to payments, pursuant to this Sub-paragraph 5.2, Provision for Payment, for completed services provided by Contractor on accounts which were referred to and accepted by Contractor and not recalled by County prior to expiration or other termination of this Contract.

All disputed accounts shall be resolved by County and Contractor as follows:

1. County will use a "Disputed Account Form" mutually agreed upon by County and Contractor.
2. Each disputed account may be returned to Contractor for additional information.

3. Contractor shall have thirty (30) days from receipt of a Disputed Account Form to respond to County's dispute.
4. County shall have thirty (30) days to accept or reject Contractor's response and process Contractor's invoice for the disputed claim. If County rejects Contractor's response and denies payment, Contractor must file an appeal to the Chief of Revenue Management for final disposition.

5.2.7 Contractor hereby agrees that any payments made by County to Contractor for patient stays/visits originally approved by a Third Party payer, but later disallowed in audit or otherwise recouped by the payer or its intermediary, except for Medi-Cal cost report settlements, shall be repaid/offset to County. All repayments/offsets of payments to be made by Contractor shall be due and payable by Contractor upon Contractor's receipt of an itemized invoice indicating the specific nature and amount of the audit disallowance(s) and/or recoupment(s) and affirming County's intention to immediately repay any disallowances to the effective payer(s). If Contractor fails to immediately reimburse County following its receipt of such invoice, Director may, at his or her sole discretion, deduct such amount from future payments to Contractor. In this regard, Contractor shall be relieved of its responsibilities under this Sub-paragraph 5.2.7, Provision for Payment, if the County has not notified Contractor of any audit disallowances and/or recoupment within one hundred and eighty (180) calendar days of County's receipt of any final disallowance report and/or recoupment notification or within six (6) years of the date of the payment of the Medi-Cal, Medicare, other third-

party payor and/or commercial insurance, etc., claim to County.

5.2.8 The fee payable to Contractor in accordance with services provided under this Contract may be re-negotiated as a result of changes to DHS Facilities (e.g., Health Care Reform, hospital closures, etc.).

5.2.9 Contractor also agrees to maintain records sufficient to document all billings submitted as part of this Contract. Those records shall serve as the basis of the computations required pursuant to this Sub-paragraph 5.2.9, Provision for Payment, and shall contain the following information:

1. Accounts billed;
2. Invoice/control numbers of all billings submitted;
3. Dates of billings;
4. Amounts paid to County, by invoice/control number;
5. Dates of payments to County;
6. Amounts due to Contractor;
7. Dates of payments to Contractor by County; and
8. Account Notes.

County shall cooperate in providing Contractor with access to the information necessary for Contractor to maintain such records and Contractor shall make such records available to County for its inspection, in accordance with Paragraph 8.38, Record Retention and Inspection/Audit Settlement.

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5 Contractor's Close-Out Obligations: Contractor shall continue to process all accepted accounts in Contractor's inventory that have been referred to Contractor prior to the time of expiration of this Contract, unless the Contract is sooner terminated with or without cause by County. Contractor shall complete the processing of such accounts and make every effort to expedite close-out. Contractor shall be reimbursed at the same rates as stated in Sub-paragraph 5.2, Provision for Payment. Contractor shall complete the processing of all such accepted accounts in accordance with the terms and conditions of this Contract, as well as all required reports.

5.6 No Payment for Services Provided Following Expiration/Termination of Contract

Except for Contractor's Close-Out Obligations in Paragraph 5.5 for which Contractor will be reimbursed in accordance with Sub-paragraph 5.2, the Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in "*County's Administration*", *Exhibit C*. The

County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Facility Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Contract Project Manager is designated in "*Contractor's Administration*", *Exhibit D*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Contract Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's

Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person visible at all times, and at the discretion of County, may be required to pass a health clearance examination prior to obtaining a badge. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the

satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, Background and Security Investigation, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities,

losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-contractors, to comply with this Sub-paragraph 7.5, Confidentiality as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.5, Confidentiality shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-contractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", *Exhibit E*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, compensation, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director.
- 8.1.3 For any changes in the policies, program information or procedural requirements, addition or removal of a Facility or Facilities from the Contract, rates negotiated in accordance with Sub-paragraph 5.2, Provision for Payment, or assignment of Special Accounts, a written Change Notice shall be prepared and signed by the Director and the Contractor's Contract Project Manager, and approved by County Counsel. Such Change Notice will become part of this Contract.
- 8.1.4 Special Accounts: Notwithstanding Sub-paragraph 8.1.1, Amendments, any change to Special Accounts rates shall be set by Director with the written approval of the Contractor, and shall be equal to or reduced from the contingent fees on regularly referred accounts in accordance with Sub-paragraph 5.2, Provision for Payment.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its

duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such

termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 **Within ten (10) business days** after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with,

or related to any failure by Contractor, its officers, employees, agents, or Sub-contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 8.6, Compliance with Applicable Law, shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program,

or activity supported by this Contract. The Contractor shall comply with “*Contractor’s EEO Certification*”, *Exhibit B*.

8.8 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a sub-contract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any

12-month period under one or more County contracts or sub-contracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-contractor to perform services for the County under the Contract, the Sub-contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such sub-contract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor

demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately

make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a

lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-contractors of Contractor

These terms shall also apply to Sub-contractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-contractors, if any, to post this poster in a prominent position in the Sub-contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who

benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in

this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County Facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be

assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 INTENTIONALLY OMITTED

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's sub-contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a sub-contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes

beyond the control of both Contractor and such sub-contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "Sub-contractor" and "Sub-contractors" mean Sub-contractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2 The Contractor shall be solely liable and responsible for

providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5, Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the

requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy

deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street,
Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Director
- (2) Department of Health Services
Revenue Services
313 North Figueroa Street, Room 527
Los Angeles, California 90012-2659
Attention: Chief
- (3) Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210-00
Commerce, California 90022
Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any Third Party claim or suit filed against Contractor or any of its Sub-

Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-contractor Insurance Coverage Requirements

Contractor shall include all Sub-contractors as insureds under Contractor's own policies, or shall provide County with each Sub-contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying

each Sub-contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including

owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director at his/her option, in addition to, or in lieu of, other remedies provided herein, may

withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, in a written notice describing the reasons for said action.

- 8.26.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, Attachment D, *"Statement of Work"*, *Exhibit A*, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for

completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2, Liquidated Damages, shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, Liquidated Damages, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 INTENTIONALLY OMITTED

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of "*Contractor's EEO Certification*", *Exhibit B*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance

with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28, Nondiscrimination and Affirmative Action, when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28, Nondiscrimination and Affirmative Action, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DHS from performing all or part of such services, when possible, using County employees or acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as

stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Sub-contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit G* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in "*County's Administration*", *Exhibit C* and "*Contractor's Administration*", *Exhibit D*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37, Publicity shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.38.1 Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

The Contractor also shall maintain accurate and complete financial records of its activities and operations relating to this

Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

8.38.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.3 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report, including Statement on Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable

Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUB-CONTRACTING

- 8.40.1 The requirements of this Contract may not be sub-contracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to sub-contract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to sub-contract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed sub-contract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Sub-contractor in the same manner and to the same degree as if such Sub-contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to sub-contract, notwithstanding the County's approval of the Contractor's proposed sub-contract.
- 8.40.5 The County's consent to sub-contract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-contractors of this County right.
- 8.40.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any sub-contract and Sub-contractor employees. After approval of

the sub-contract by the County, Contractor shall forward a fully executed sub-contract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to sub-contract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-contractor maintains all the programs of insurance required by the County from each approved Sub-contractor. Before any Sub-contractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street,
Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Director
- (2) Department of Health Services
Revenue Services
313 North Figueroa Street, Room 527
Los Angeles, California 90012-2659
Attention: Chief
- (3) Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210-00
Commerce, California 90022
Attention: Director

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14, Contractor's Warranty

of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.43, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, Termination for Default, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.43.3 Except with respect to defaults of any Sub-contractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2, Termination for Default, if its failure to perform this Contract arises out of causes beyond the control and without the fault or

negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, Termination for Default, the terms "Sub-contractor" and "Sub-Contractors" mean Sub-contractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42, Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Sub-paragraph 8.43, Termination for Default, shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of

business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, Waiver, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program. Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

8.52 FACILITIES RULES AND REGULATIONS

During the time that Contractor's employees, or Sub-contractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Contract and, during the term of this Contract, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility

of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or Sub-contractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or Sub-contractor has violated such rules or regulations, or (2) such employee's or Sub-contractor's actions while on County premises, indicate that such employee or Sub-contractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.53 STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE

Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit H in order to provide those

services. The County and the Contractor therefore agree to the terms of “Contractor’s Obligations as a *“Business Associate” Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement)*”, Exhibit H.

9.2 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.2.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.2.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.3 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.2, Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue

debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by its Interim Director of Health Services, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director

HEALTH ADVOCATES, LLC
Contractor

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM
Andrea Ordin, County Counsel

EXHIBIT A

STATEMENT OF WORK

**MEDI-CAL RESOURCE DEVELOPMENT AND RECOVERY SERVICES
(MRDRS)**

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STATEMENT OF WORK

MEDI-CAL RESOURCE DEVELOPMENT AND RECOVERY SERVICES (MRDRS)

Contractor shall provide MRDRS services for a variety of referred accounts at County Facilities listed in Attachment A (Facility Location/Services Sites).

1. **REFERRAL INFORMATION:**

At the Director's discretion, accounts shall be provided to Contractor, as needed.

- A. Director shall provide Contractor with all available data Director deems pertinent related to the processing of Referred Accounts.
- B. Contractor shall screen potential third party liability on all Referred Accounts.
- C. Director shall provide written authorization to Contractor and the appropriate procedures for billing accounts to other third party payers.
- D. Contractor shall accept County's patient financial, admission, eligibility, and other data in all formats (electronic media, magnetic tape, hard copies, or other formats that become available) as provided by the County.
- E. Contractor may request and be provided with, as allowed under applicable law, the following:
 - 1. Current accounts receivable, admission, demographic, and registration data from the respective Facility systems (i.e., Affinity, etc.), as available in electronic media, hard copies, or other formats that become available on a monthly or more frequent basis.
 - 2. Medicare and Medi-Cal Remittance Files; Contractor shall

reimburse County for County's cost to reproduce these remittance files for Contractor's use.

3. Eligibility and enrollment history files on a monthly basis; Contractor shall reimburse County for its cost to reproduce eligibility and enrollment historic files for Contractor's use.
 4. File layouts for each of the computer files specified in Sub-paragraphs 1 through 3, hereinabove.
 5. Inpatient and ambulatory care self-pay and non-self-pay billing files, as available from the appropriate Facility.
 6. Access to admission, registration, and accounts receivable systems for inquiry purposes.
 7. County patient medical records, for the purpose of determining and verifying dates of patient service and other diagnosis information required for successful completion of the services referred to in this Statement of Work, Exhibit A.
 8. At Director's discretion, any additional files, documents, system access, or other information deemed appropriate to facilitate performance of the services described in this Statement of Work, Exhibit A, hereinabove.
- F. On accounts referred from DHS Facilities, Contractor shall request the necessary information/documentation needed to pursue eligibility determination directly from DHS' Utilization Review, Medical Records, Patient Financial Services. At Director's request, Contractor shall provide personnel to assist in retrieving/photocopying documents.
- G. **On all Referred Accounts, except those from EMS Agency or HSA**, the Director agrees to refer to Contractor for Medi-Cal Fair Hearing and Supplemental Security Income (SSI) cases, supporting admissions and visits for prior and subsequent admissions or visits up to the date of conditional withdrawal or the initial Fair Hearing date, whichever is first.

- H. Within seven (7) calendar days of request of Director, expiration of the term of this Contract, or earlier termination should the Director so notify Contractor, then the Contractor shall provide complete detailed written documentation, exclusive of software, of the systems, methods, and procedures employed in performing services required under this Contract, including but not limited to, collection, account posting, and denial follow-up activities.
 - I. On accounts referred from EMS or HSA, Contractor shall request the necessary information/documentation needed to pursue eligibility determination directly from EMS or HSA (for services provided at non-County facilities). At Director's request, Contractor shall provide personnel to assist in retrieving/photocopying documents.
2. SERVICES TO BE PROVIDED:
- A. Acceptance/Rejection of Accounts
Contractor shall complete the following activities within the time frames as referenced:
 - 1. Prior to submission to the Department of Public Social Services (DPSS) certifier, Contractor shall review Referred Accounts that are anticipated to be denied and notify DHS of Contractor's acceptance/rejection and return all Referred Accounts not accepted by Contractor, including all supporting documentation to County within fourteen (14) calendar days. If Contractor needs additional time to determine acceptance/rejection of said account, an additional time frame may be requested by Contractor and may be granted, as determined by the Director, not to exceed one hundred and twenty (120) calendar days after Contractor initially received the Referred Account from County.
 - 2. Contractor shall review all other Referred Accounts which are not identified in sub-paragraph 1 above within thirty (30) days

or at a time frame determined by the Director and notify County of acceptance/rejection, not to exceed one hundred and twenty (120) calendar days after Contractor initially received the Account(s) from County.

3. Within twenty-four (24) hours, Contractor shall immediately return to the County any account for which the patient is being represented by another non-profit agency, or the patient is pending Medi-Cal in a County facility. Contractor shall not be entitled to a fee or commission for such Returned Account.
4. After Contractor initially receives the Referred Accounts from the County, if additional time over the initial 120 days is needed following acceptance of an account, then additional time may be requested by Contractor and may be granted, as determined by the Director. However, Contractor shall return all Referred Accounts to County that are unresolved (coverage/eligibility is not established), including all supporting documentation, within one hundred eighty (180) calendar days.
5. Whenever Contractor identifies eligibility for, or coverage by a Third Party for a Referred Account, Contractor shall immediately submit to the referring Facility a request for approval to pursue billing and collection on such Referred Account. The referring Facility shall inform Contractor of approval or denial within ten (10) business days of receipt of Contractor's request. Upon the referring Facility's approval, the account can be classified as an Accepted Account.

B. Processing of Accepted Accounts

1. On an as-needed basis, after acceptance of a Referred Account, Contractor shall assist DHS patients in completing and processing Third Party eligibility application(s), in appealing application(s) and/or eligibility denials, and otherwise

identifying any source of payment for services provided. On an as-needed basis, after acceptance of a Referred Account, Contractor shall complete an Authorized Representative and Release of Information Form for those patients: a) for which a third party eligibility application is obtained; b) whose cases are pursued through the Fair Hearing process, or SSI application process.

2. Contractor shall respond to all County inquiries including but not limited to, status and follow-up, telephonic, e-mail or facsimile inquiry, within twenty-four (24) hours of initial inquiry.
3. For accounts referred and accepted by Contractor in which the TAR has been denied, Contractor shall review individual **TAR** denials and supporting medical records to determine if an administrative appeal should be filed. Contractor shall obtain Facility approval prior to proceeding with any administrative appeal.
 - a. Contractor shall perform the administrative appeals for denied days until final resolution is obtained.
 - b. Following final resolution, Contractor shall provide County with a listing of TAR denials and the number of corresponding patient days that were not approved through the administrative appeal process.
 - c. If Contractor recommends legal action on any Referred Account, Contractor must obtain the Director's approval prior to proceeding with any such action. In addition, prior to the pursuit of any legal action regarding TAR denials, Contractor shall agree to first enter into a separate representation agreement with County Counsel's office in order to provide legal representation.

4. On all Referred Accounts, except those from EMS Agency or HSA, the Contractor must identify any retro-eligible admissions/visits to the facility and unpaid admission/visits for accounts that have occurred prior to the date of service of the initial account referred that are within the requirements of Title 22 of California Code of Regulations 50148 and 50197 for retroactive Medi-Cal application, and Contractor must obtain Facility's approval prior to initiating any MRDRS efforts.
5. Contractor shall also provide written explanation for not pursuing the Fair Hearing process for referred Medi-Cal denials and a report noting reason for not initiating an application for Self-Pay referrals which have linkage to the Medi-Cal program.
6. Contractor shall close accounts as they are dispositioned.
7. Contractor may, at a Facility's discretion, be required to electronically update applicable Facility accounts receivable of patient registration system via Excel or other mutually accepted format, for the accounts referred and accepted by Contractor.
8. Contractor shall adhere to all requirements of Medicare, All-Inclusive Rate Provider language in Attachment B.

C. Timely Billings:

Once eligibility is established for Accepted Accounts, Contractor shall complete timely billings with approved Billing Attachment(s) within applicable billing time limits (e.g. Medi-Cal billing time limit found in the California Code of Regulations, etc.). If an Accepted Account requires more than one (1) year to complete the application, County shall provide Letters of Authorization (LOA) to Contractor when County deems LOA is applicable and appropriate at the County's sole discretion.

1. Contractor shall process billings retroactively within applicable regulations and time limitations.
2. Contractor, when authorized at the discretion of Director, shall bill on accounts with other party liability (e.g. accident cases, workers' compensation, etc.).
3. Contractor, when authorized by Director and as allowed by applicable law, shall file Third Party liens on accounts with identified Third Party liability.
4. Contractor shall monitor and follow up on all billings until final resolution is obtained including the resubmission and/or appeal of denied claims. For denied claims, Contractor shall determine the cause of the denial, correct deficiency, and resubmit claims for payment or submit appeals unless and until the claim is determined to be uncollectible. Contractor shall document the reasons the account is uncollectible and report to the referring Facility.
5. Contractor shall pursue full reimbursement for all Referred Accounts. Contractor shall submit in writing any proposed settlement/account compromise, with amount and reason for compromise, to County for approval prior to acceptance, in accordance with DHS' procedures (See Attachment E Background Information on County's Referred Accounts and Financial Practice – Compromise on Patient Account Liability). Contractor shall negotiate with the third party to ensure that the portion of the settlement between the patient and the third party which is allocated to County is fair and equitable. Contractor shall submit all compromise offers to County only when it has determined that the offered amount is the best offer that can be negotiated. For this purpose, Contractor shall provide County all information/documentation within the time

frame specified by Director. If County personnel are required to attend hearings and/or settlement conferences, Contractor shall notify Director at a minimum of fifteen (15) business days in advance of the hearing/conference date.

D. ADMINISTRATIVE TAR (Treatment Authorization Requests) Appeal on Accounts Not Referred:

For accounts which have not been referred to and accepted by the Contractor, Facility may request Contractor to review individual TAR denials and supporting medical records to determine if an administrative TAR appeal of TAR denied days should be submitted. Contractor shall obtain Facility approval prior to proceeding with administrative TAR appeal.

1. For TAR denials approved by the Facility, Contractor shall provide Facility with the results of the administrative TAR appeal, upon receipt of State response to TAR appeal, including a listing of the number of patient days that were approved and denied. Contractor shall bill all approved days as a result of their efforts.
2. Contractor may recommend legal action on remaining denied days but must first obtain the Facility Utilization Review Manager's approval prior to proceeding. If legal action is supported by the Facility Utilization Review Manager, approval will be requested from both the Director and County Counsel. In addition, prior to recommending any such legal action, Contractor shall agree to first enter into a separate representation agreement with County Counsel's office in order to provide legal representation.

E. Patient Documents:

Contractor shall, at Director's request, provide or obtain patient documents and/or certification of documents (e. g., birth certificate, income information, etc.) from patient or responsible relative for third party program requirements.

F. Special Accounts:

In the event the County identifies services substantially similar to those provided by Contractor, the Director may assign special accounts to the Contractor, pursuant to Contract Sub-paragraphs 5.2, Provision for Payment and 8.1, Amendments.

3. REFERRED ACCOUNTS RECALLED:

Director shall have the right to recall any specific Referred Accounts or restrict any further action on any specific accounts or account types (collectively referred to as "Recalled Accounts") already assigned to Contractor. The recall notification will be communicated to Contractor either by e-mail or fax. Within five business days of receipt of recall notification, Contractor shall discontinue any MRDRS efforts. All account/patient information for the Recalled Account shall be immediately returned to DHS, and Contractor shall not be entitled to a fee or commission for such Recalled Account.

4. REPORTS:

- A. Contractor shall maintain a comprehensive audit trail, including all documentation substantiating billings and collections made as a result of the provision of services herein, and provide audit and appeal support to County, including responding to auditor requests for documentation and information and interfacing with the auditors during document review. Contractor shall make available all audit supporting documentation in format and frequency requested by the Director.
- B. Contractor shall provide the following reports to the County, at the time intervals so stated:

1. Each month, Contractor shall provide a listing of newly Accepted Accounts to each Facility.
2. Contractor shall provide the County with monthly summary reports (Attachment C) for each Facility and DHS in total, reflecting the number of Referred Accounts, Accepted Accounts, number of Accepted Accounts with known eligibility, TARS pending, claims pending, approvals, payments received by third party payer, fees and net payment amounts. Contractor shall provide Facilities with a monthly detailed status report in the format requested by the Director, reflecting Accepted Accounts which are “active” or “closed” during the reporting month which shall include, in alphabetical sequence by patient last name, patient’s full name, medical record number, account number, referral date, account amount, and latest activity within fifteen (15) calendar days after end of reporting month, or as negotiated with Director.
3. Contractor shall maintain a payment tracking system to identify by account, by category, by facility, and in total, amounts collected, amounts pending, and Returned Accounts, including reason(s) for return. Contractor shall provide aging reports for billed and unpaid accounts each month or as requested by Director/applicable Facilities.
4. Contractor shall provide the County with a quarterly written or verbal assessment of each County Facility’s performance. Any concerns and recommendations shall be included in such assessment, or at the discretion of Director.
5. Contractor shall provide a monthly report for each applicable Facility reflecting all “closed” accounts during the preceding month, which shall include in alphabetical sequence, patient’s last name, patient’s full name, medical record number, account

number, referral date and account amount.

5. CONTRACTOR PERSONNEL:

- A. Contractor shall notify County Project Director, in writing, of the name, telephone, page and fax numbers of Contractor's designated Contract Manager within ten (10) calendar days prior to the effective date of this Contract.
- B. Contractor's personnel shall be required to sign a confidentiality statement prior to receiving any patient information (e.g., patient account information) from the County or gaining access to any County information system.
- C. Contractor shall work independently on designated assignments in accordance with this Statement of Work. Notwithstanding any representation by County regarding the participation of County personnel under this Contract, Contractor assumes sole responsibility for the timely accomplishment of all activities required by this Contract.
- D. Contractor shall designate a Contract Project Manager to lead and coordinate Contractor's provision of services pursuant to this Contract. The Contract Project Manager shall be required to attend scheduled meetings with County personnel, provide overall management and coordination of this Contract, and shall act as the central point of contact for the Director in all matters regarding this Contract.

6. COUNTY RESPONSIBILITIES:

- A. County does not anticipate assigning any County employees to assist Contractor on a full-time basis regarding services to be provided by Contractor pursuant to this Contract. However, County personnel will be made available to Contractor, at the Director's discretion, to provide input and assistance in order to answer questions and provide necessary liaison, as it relates to this Contract, between Contractor and County Facilities.

- B. County shall provide and make available various operational/administrative records and statistics on County's health operations as defined in Paragraph 1, REFERRAL INFORMATION, relevant to performance of Contractor requirements hereunder for review by Contractor whenever deemed appropriate and feasible by Director, and as may be allowed by applicable law.
- C. At the Director's sole discretion, the County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by the Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for any purpose other than for the performance of services for this Contract.
- D. Further at the Director's sole discretion, the County may provide access to automated registration systems, telephones, fax machines, and photocopying equipment, on a non-exclusive basis, for the purpose of performance of services described hereunder. Contractor is prohibited from use of such equipment for any purpose other than for the performance of services for this Contract.

7. PERFORMANCE REQUIREMENTS SUMMARY:

The Performance Requirements Summary Chart, Attachment D, in this Exhibit A outlines major components of the required services to be monitored by DHS during the term of this Contract. It states DHS' expectations for required services in reference to the Statement of Work requirements in terms of the standard of performance, maximum deviation from standard before service will be deemed unsatisfactory, DHS' typical method of monitoring, and the unsatisfactory performance indicator which may be assessed if Contractor services are unsatisfactory.

- A. DHS expects a high standard of the Contractor's performance for the required services. DHS will work with the Contractor to help resolve any

areas of difficulty brought to the attention of DHS by the Contractor before allowable deviation from the acceptable standard occurs. However, the Contractor is expected to comply with all of the terms of this Contract, not just the specific service requirements set forth in the Performance Requirements Summary Chart.

1. Performance Requirements Summary Chart:

- Lists the required services considered most critical to acceptable contract performance and Statement of Work reference. (See column 1 of chart).
- Defines the standard of performance for each required service. (See column 2 of chart).
- Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL), for each required service before County may assess unsatisfactory performance indicators. (See column 3 of chart).
- Shows the monitoring methods DHS will typically use to evaluate the Contractor's performance in meeting the contract requirements. (See column 4 of chart).
- Shows the Unsatisfactory Performance Indicator for exceeding the AQL that each performance deviation may cause to occur. (See column 5 of chart). These indicators may serve as a baseline for liquidated damages pursuant to Sub-paragraph 8.26.2, Liquidation Damages of the Contract.

2. Contract Discrepancy Reports (CDR):

Performance of a required service is considered acceptable when the number of performance deviations found during the quality assurance process does not exceed the number of deviations allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond to a Contract Discrepancy Report (CDR). DHS will evaluate the Contractor's explanation on the CDR and, if DHS

determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by the Contractor, DHS may decline to count such performances unsatisfactory.

3. Remedy of Defects:

Notwithstanding a finding of unsatisfactory performance and assessment of Unsatisfactory Performance Indicators, the Contractor must, within the time period specified by DHS, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by DHS, perform such services again at an acceptable level.

4. Unsatisfactory Performance Remedies:

When performance does not conform to the requirements of the Contract (which by reference also includes the terms of this Exhibit A, Statement of Work), DHS shall have right to apply the following nonperformance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by DHS. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrences.
- Assess unsatisfactory performance deductions in the amount as indicated in Section 7, Performance Requirements Summary and Attachment D, the Performance Requirements Summary Chart of this Exhibit A. Such assessment shall be made in accordance with Sub-paragraph 8.26.2, Liquidated Damages, of the Contract.
- DHS may, in its sole discretion, withhold account referrals and/or assignments until such time as DHS determines Contractor performance has returned to an acceptable level.
- Terminate the Contract for default pursuant to provisions of Sub-

paragraph 8.43, Termination for Default, of the Contract.

B Quality Assurance:

The Contractor shall establish and maintain a written Quality Control Plan to ensure that the requirements of the Contract are met. The Quality Control Plan may be in a chart format. An updated copy must be provided to the County's Project Director ten (10) business days prior to the Contract start date and within ten (10) business days when changes occur during the term of the Contract. The plan shall discuss, but not be limited to, the following:

- 1) The Contractor's quality control or monitoring system covering each individual item listed in Section 7, "Performance Requirements Summary," of this Exhibit A. It must specify the activities to be monitored on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- 2) The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with the Contract.
- 3) The methods for documenting the monitoring results and, if necessary, the corrective actions taken.
- 4) The method for assuring that confidentiality of patient information is maintained while in the care of Contractor.
- 5) The method for assuring new Contractor employees will sign an Acknowledgement of Confidentiality Agreement prior to starting employment, and will understand and abide by its terms upon starting employment.

On an ongoing basis the Contractor's performance will be compared to the Contract standards and AQLs. DHS may use a variety of inspection methods to evaluate the Contractor's performance, including but not limited to: random sampling; one hundred percent inspection of its output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as

determined necessary to assure a sufficient evaluation of the Contractor's performance; review of reports and files; complaints from DHS; site visits; and patient complaints.

DETAILED LISTING OF COUNTY FACILITIES
BY NETWORKS AND CLUSTERS

Health Services Headquarters/Administration (HSA)

Facility	Location
Health Services Administration (HSA) Building	313 N. Figueroa St. Los Angeles, CA 90012
Ferguson Building	5555 Ferguson Dr., Commerce, CA 90022
Emergency Medical Services (EMS) Agency	10100 Pioneer Blvd. Suite 200 Sante Fe Springs, CA 90670

LAC+USC HEALTHCARE NETWORK

Facility	Location
LAC + USC Medical Center	1200 North State St. Los Angeles, CA 90033
Edward R. Roybal CHC	245 South Fetterly Ave. Los Angeles, CA 90022
El Monte CHC	10953 Ramona Blvd. El Monte, CA 91731
H. Claude Hudson CHC	2829 South Grand Ave. Los Angeles, CA 90077
La Puente HC	15930 Central Ave. La Puente, 91744
Juvenile Court Facility	
Central Juvenile Hall	1605 Eastlake Ave. Los Angeles, CA 90033

METROCARE NETWORK - COASTAL CLUSTER

Facility	Location
Harbor/UCLA Medical Center	1000 West Carson St. Torrance, CA 90509
Long Beach CHC	1333 Chestnut Ave. Long Beach, CA 90813
Bellflower HC	10005 East Flower St Bellflower, CA 90706
Wilmington HC	1325 Broad Ave. Wilmington, CA 90744

METROCARE NETWORK - SOUTHWEST CLUSTER

Facility/Structure	Location
MLK Multi-service Ambulatory Care Center (MACC)	12021 S. Wilmington Ave. Los Angeles, CA 90059
Hubert H. Humphrey CHC	5850 South Main St. Los Angeles, CA 90003
Dollarhide HC	1108 North Oleander St. Compton, CA 90220

Rancho Los Amigos National Rehab Center

Facility	Location
Rancho Los Amigos National Rehabilitation Center	7601 E. Imperial Highway Downey, CA 90242

VALLEY CARE NETWORK

Facility	Location
Olive View-UCLA Medical Center	14445 Olive View Drive Sylmar, CA 91342
Mid-Valley CHC	7515 Van Nuys Blvd., Van Nuys, CA 91408
San Fernando HC	1212 Pico St. San Fernando, CA 91340
Vaughn Health Center (school based)	1330 Vaughn St. Pacoima, CA 91330

HIGH DESERT HEALTH SYSTEM

Facility	Location
High Desert Health System MACC	44900 N. 60 th Street, West Lancaster, CA 93336
Antelope Valley Health Center	335-B East Ave. K-6 Lancaster, CA 93535
Lake Los Angeles Community Clinic	16921 East Ave O, Space G Lake Los Angeles, CA 93591
Littlerock HC	8201 Pearblossom Highway, Littlerock, CA 93543
South Valley HC	38350 40 th St. East Palmdale, CA 93552

**CONTRACT FOR
MEDI-CAL RESOURCE DEVELOPMENT AND RECOVERY SERVICES**

TABLE OF CONTENTS OF EXHIBITS

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 - F JURY SERVICE ORDINANCE
 - G SAFELY SURRENDERED BABY LAW
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(HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC
AND CLINICAL HEALTH ACT (HITECH)
-

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY FACILITY CONTRACT PROJECT MONITORS:

Name: Jody Nakasuji
Title: Chief Financial Officer (Harbor-UCLA/MLK-MACC)
Address: 1000 West Carson Street, Box 40, Torrance, CA 90509
Telephone: 310-222-3004 Facsimile: 310-222-2881
E-Mail Address: Jnakasuji@dhs.lacounty.com

Name: Anthony Gray
Title: Chief Financial Officer (Olive View UCLA MC)
Address: 14445 Olive View Dr., Sylmar, CA 91342
Telephone: 818-364-3006 Facsimile: 818-364-3011
E-Mail Address: tgray@dhs.lacounty.gov

Name: Robin Bayus (Rancho)
Title: Chief Financial Officer (Rancho Los Amigos National Rehabilitation Center
– Dept of Finance)
Address: 7601 East Imperial Hwy., SSA Bldg., Rm 2208, Downey CA 90242
Telephone: 562-401-7327 Facsimile: 562-803-4987
E-Mail Address: rbayus@dhs.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Mary Johnson
Title: Chief, Revenue Management (HSA)
Address: 313 N. Figueroa St. Room 527, Los Angeles, CA 90012
Telephone: 213-240-7985 Facsimile: 213-482-9179
E-Mail Address: mjohnson@dhs.lacounty.gov

COUNTY'S ADMINISTRATION (CON'T)

COUNTY PROJECT MANAGER:

Name: Lisa Martinez

Title: Fiscal Officer II, HSA

Address: 313 N. Figueroa St. Room 534, Los Angeles, CA 90012

Telephone: 213-240-8221 Facsimile: 213-240-8217

E-Mail Address: lumartinez@dhs.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

Name: Mark Corbet (LAC+USC MC)
Title: Interim Chief Financial Officer ((LAC+USC MC)
Address: 1200 N. State St., Inpatient Tower, 2nd Floor, Room C2K100, Los Angeles,
CA 90033
Telephone: 323-409-6871 Facsimile: 323-441-8030
E-Mail Address: mcorbet@dhs.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Mary Johnson
Title: Chief, Revenue Management (HSA)
Address: 313 N. Figueroa St. Room 527, Los Angeles, CA 90012
Telephone: 213-240-7985 Facsimile: 213-482-9179
E-Mail Address: mjohnson@dhs.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Lisa Martinez
Title: Fiscal Officer II, HSA
Address: 313 N. Figueroa St. Room 534, Los Angeles, CA 90012
Telephone: 213-240-8221 Facsimile: 213-240-8217
E-Mail Address: lumartinez@dhs.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name/Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name/Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name/Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name/Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

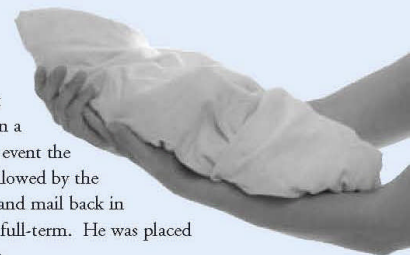
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.10 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 “Security Rule” means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 “Services” has the same meaning as in the body of this Agreement.
- 1.14 “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402.
- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business

Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social

security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Contractor's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Contractor's name), I _____
(Name of Contractor's authorized representative), certify that the information contained in this Contractor's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

CBE Firm/Organization Information Form

- I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

- IV. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Contractor's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

Page 1 of 2

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Contractor further agrees it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Contract without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Contractor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its proposal in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Contractor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative



**MEDI-CAL RESOURCE DEVELOPMENT
AND RECOVERY SERVICES**

CONTRACT

WITH

COMPSPEC, INC.

JANUARY 1, 2011

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- F JURY SERVICE ORDINANCE
- G SAFELY SURRENDERED BABY LAW
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(HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC
AND CLINICAL HEALTH ACT (HITECH)

MEDI-CAL RESOURCE DEVELOPMENT AND RECOVERY SERVICES CONTRACT

This Contract and Exhibits made and entered into this ____ day of _____, 2010 by and between the County of Los Angeles, hereinafter referred to as County and CompSpec, Inc.. hereinafter referred to as Contractor. CompSpec, Inc. is located at 425 E. Colorado St., Suite 410, Glendale, CA 91205.

RECITALS

WHEREAS, the County may contract with private businesses for Medi-Cal Resource Development and Recovery Services ("MRDRS") when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing MRDRS; and

WHEREAS, County is authorized by Government Code 31000 to contract for these services; and

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and maintains through its Department of Health Services (hereafter "DHS") various County hospitals, ambulatory care centers, public health, emergency medical services administration, and other support facilities and programs (hereafter collectively referred to as "Facilities"); and

WHEREAS, the Facilities provide health care services to County patients and may seek reimbursement for such services from a payor source other than the patient/responsible relative, when needed, such as Medi-Cal, Medicare, Commercial Insurance, California Children's Services, Worker's Compensation, Mental Health Services Program ("MHSP"), or other Third Party liability coverage, by assisting patients with identifying possible Third Party eligibility coverage and completing their application; and

WHEREAS, the County Board of Supervisors has delegated the authority and responsibility for these activities to County's Director of Health Services, or his/her designee (hereafter jointly referred to as "Director"); and

WHEREAS, sometimes when Third Party eligibility coverage is denied by the payor source, and a patient is subsequently identified as a self-pay patient account (i.e., an account for which the patient has no identified Third Party coverage and the patient/responsible relative is obligated to pay the outstanding account balance), the Facilities will review a patient's Third Party eligibility coverage application paperwork to determine if such denial can be resolved or appealed; and

WHEREAS, DHS desires the services of a Contractor to assist Facilities in resolving or appealing inpatient and/or outpatient accounts that have been initially identified as Self-Pay or Short-Doyle only, or have been or will be , denied Third Party coverage and subsequently identified as Self-Pay, and obtaining patient documents and/or certification of documents for Third Party program requirements; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing financial services required in resolving or appealing denied Third Party coverage claims, and possesses the competence, expertise, and personnel, required to provide such services as described hereunder.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor's EEO Certification
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Contractor Employee Acknowledgement and
Confidentiality Agreement
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Health Insurance Portability and Accountability Act of
1996 (HIPAA) and the Health Care Information
Technology for Economic and Clinical Health Act
(HITECH)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1, Amendments and signed by both parties.

To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be

deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Accepted Account:** An Accepted Account is a Referred Account that has been referred to and accepted by the Contractor for processing in accordance with the provisions of this Contract.
- 2.2 All Inclusive Billing:** Per Citation A3-3660.4 of Medicare, Attachment B, DHS is an all inclusive biller.
- 2.3 Billing Attachment:** A Billing Attachment includes, but is not limited to, Treatment Authorization Request (TAR), Extension of Stay, Proof of Eligibility, and other documentation required by the State for Medical billing.
- 2.4 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *"Statement of Work", Exhibit A*.
- 2.5 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the *"Statement of Work", Exhibit A*.
- 2.6 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 County Facility Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.8 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating

to this Contract that cannot be resolved by the County's Project Manager.

- 2.9 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Facility (ies):** A Facility is a DHS facility or DHS contracted health Care service provider where County has subrogation or reimbursement rights for medical services provided.
- 2.13 Mental Health Services Program (MHSP):** MHSP is a State-funded County mental health program which pays providers in accordance with negotiated contract rates for mental health treatment services.
- 2.14 Medi-Cal Inpatient Paid Days:** Medi-Cal contract inpatient day paid to the County as a result of Contractor's efforts.
- 2.15 Referred Account:** A Referred Account is an account that has been forwarded to Contractor by the Facility, Health Services Administration (HSA), or Emergency Medical Services Agency (EMS), in accordance with the provisions of this MRDRS Contract and as identified in "*Statement of Work*", *Exhibit A* herein, for Contractor's assessment and acceptance or rejection.
- 2.16 Returned Account:** A Returned Account is a Referred Account that has been returned/rejected to the Facility by the Contractor, in accordance with the provisions of this Contract.
- 2.17 Self-Pay:** A Self Pay account is an account for which the patient has no identified Third Party coverage and the patient/responsible relative is obligated for the outstanding account balance.
- 2.18 Services Start Date:** Date mutually agreed upon by both parties upon which Contractor starts to provide services to County under this Contract.

- 2.19 Special Account:** From time to time, the County may designate accounts for processing based on County and Contractor mutually agreeing to establish protocols or by referral of accounts as “Special” Accounts.
- 2.20 Third Party:** A Third Party is a payor source, other than the patient/responsible relative, for an account, including, but not limited to, Medi-Cal, Medicare, Commercial Insurance, California Children’s Services, Workers’ Compensation coverage, MHSP, or other party liability.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the body of this Contract and “*Statement of Work*”, *Exhibit A*, which is attached hereto and incorporated herein by reference.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Contractor acknowledges that the quality of services(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.
- 3.4 At the Director’s sole discretion and in accordance with Sub-paragraph 8.1.3, Amendments, a single or multiple Facilities may be added to or deleted from this Contract as necessary to maximize revenues to the County and accordingly, Contractor shall commence or discontinue services immediately upon Director’s written direction.
- 3.5 **Additional Covenants of Contractor:** In performing the services described in “*Statement of Work*”, *Exhibit A*, Contractor shall:
- 3.5.1 Use reasonable care to avoid duplicate invoicing;

- 3.5.2 Maintain the confidentiality of all material provided by County pursuant to *"Statement of Work", Exhibit A*, especially information regarding patient and Facility financial records. Contractor contractually recognizes the confidentiality of all patient data and therefore, shall obtain/extract only that information needed to discover and generate required Third Party claim information. All such collected information shall remain the property of County;
- 3.5.3 Return all the material provided by County pursuant to *"Statement of Work", Exhibit A*, promptly and in the same condition and sequence in which received;
- 3.5.4 Provide County with a report, in a format designated by the Director, describing data currently maintained by Contractor in the performance of MRDRS in accordance with *"Statement of Work", Exhibit A*, upon expiration or earlier termination of this Contract, if so requested by the Director;
- 3.5.5 Conduct business in a courteous manner and abide by and comply with all applicable federal, state and local statutes in contacting and dealing with patients of the Facilities.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be effective January 1, 2011 and continue through December 31, 2013, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional year through December 31, 2014. Such option and extension shall be exercised at the sole discretion of the Director.
- 4.3 The Contractor shall notify DHS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written

notification to DHS at the address herein provided in "*County's Administration*", *Exhibit C*.

4.4 Contractor shall commence MRDRS upon the Service Start Date.

5.0 COMPENSATION

5.1 Billing and Payment:

5.1.1 County agrees to compensate Contractor in accordance with the payment structure set forth in Sub-paragraph 5.2, Provision for Payment of the body of this Contract. Contractor shall individually bill each of the DHS Facilities as listed in Attachment A, Facility Locations/Service Sites, for payments received by County from billable work by Contractor pursuant to this Contract, and according to payment requirements set forth in Sub-paragraph 5.2, Provision for Payment.

5.1.2 The term "payment" shall include cash, credits, transfers, and capitation and premium fees received by the County. The term "payment" shall not include any Medicare or Medi-Cal cost report settlements, nor shall it include any block grant monies, including, but not limited to Medi-Cal Hospital Financing Waiver (Medi-Cal Redesign), Safety Net Carepool, Medical Disproportionate Share Hospital (DSH) funds, and 1115 Waiver funds.

Contractor shall be reimbursed on a contingent fee basis in accordance with Sub-paragraph 5.2, Provision for Payment, and based on collected payments as a result of MRDRS provided. The contingent fee payable to Contractor with respect to payments received by County shall be negotiated by Director or his designee and Contractor.

5.1.3 Contractor shall bill monthly in arrears with a separate invoice to each Facility for its portion of the billing. Each

invoice shall include details of actual charges for Contractor services. All amounts payable to Contractor will be paid by County to Contractor within a reasonable period following receipt of invoice evidenced by remittance advice for complete and correct payments for the billings generated by Contractor to third-party payers.

5.1.4 Payment by County hereunder shall be made within a reasonable time after receipt of a billing statement which is deemed to be complete and correct by the individual DHS Facilities, and/or the County's Auditor-Controller, or his/her duly authorized representative.

5.2 Provision for Payment: County shall compensate Contractor as follows.

5.2.1 For each Medi-Cal Contract Outpatient visit paid to County as a result of Contractor's efforts, in accordance with services provided under this Contract, the contingent fee payable to Contractor shall be negotiated by Contractor and Director, but not be greater than 25% of the payment received by the County.

5.2.2. For each Medi-Cal Contract Inpatient Day (MCID) paid to County as a result of Contractor's efforts, in accordance with services provided under this Contract, excluding Contractor's

MCID as a result of TAR appeals (5.2.4), the contingency fees payable to Contractor are shown in the table below:

Total MCID (Excludes TAR Appeal MCID)	Each Fiscal Year Fee per MCID			
	Tier I \$188	Tier II \$200	Tier III \$250	Tier IV \$200
LAC+USC MC	0-2,400 Days	2,401 – 3,400 Days	3,401- 4,300 Days	Over 4,300 Days
H/UCLA MC	0-1,600 Days	1,601 – 2,300 Days	2,301– 2,900 Days	Over 2,900 Days
OV-UCLA MC	0-600 Days	601 - 800 Days	801–1,000 Days	Over 1,000 Days
RLANRC	0- 900 Days	901 – 1,300 Days	1,301– 1,600 Days	Over 1,600 Days

Solely for determining which tier will be paid to the Contractor for accounts referred and paid pursuant to **this** Contract, the County will add the number of MCID paid to the County under Contract No. H-700690, Exhibit A, paragraph 9.A., to the number of MCID paid to the County under this Contract during each Fiscal Year (FY). The contingency fees paid for accounts referred under Contract No. H-700690 remains \$188 per MCID until the inventory of accounts is closed-out.

Example: For LAC+USC MC, the number of MCID paid to the County under Contract No. H-700690 is 2,500 and the number of MCID paid to the County under the current contract is 400 for a total of 2,900 MCID. 2,500 MCID would be paid at \$188 per MCID; and 400 MCID paid at \$200.

Example: For H-UCLA MC, the number of MCID paid to the County under Contract No. H-700690 is 1,800 and the number of MCID paid to the County under the current contract is 300 for a total of 2,100 MCID. 1,800 MCID would be paid at \$188 per MCID; and 300 MCID paid at \$200.

- 5.2.3 For patient's documents and/or certification of documents for Third Party programs such as Healthy Way L.A. (e. g., birth certificate, income information, etc.) provided to County as a result of Contractor's efforts, in accordance with services provided under this Contract, the fee payable to Contractor shall be negotiated by Contractor and Director, but not be greater than \$105 per account.
- 5.2.4 For payments received by the County as a result of Contractor's efforts pursuant to this Contract, from a Third Party resource other than as described in Sub-paragraph 5.2.2, Provision for Payment or as a result of a TAR appeal, the contingent fee payable to Contractor shall be negotiated by Contractor and Director, but not be greater than 18% of the payment received by the County. The payment received by the County to which such percentage shall be applied, shall be an amount which does not include payments for outpatient services rendered to the patient on any day which is more than thirty (30) calendar days after the first date of service for which the referral was made unless prior approval has been received by Facility.
- 5.2.5 Contractor shall be entitled to a contingent fee on retroactive eligible admissions/visits that are within the requirements of Title 22 of the California Code of Regulations 50148 and 50197 for retroactive Medi-Cal applications, as a result of

Contractor's efforts. This fee is payable only if Contractor identified the retro-eligible admissions/visits to the Facility and obtained the Facility's approval prior to initiating any MRDRS efforts.

- 5.2.6 All amounts payable to Contractor pursuant to this Sub-paragraph 5.2, Provision for Payment, shall be paid by County to Contractor within a reasonable period of time following County's receipt of complete and correct payments for the billings generated by Contractor. Only if approved by the Director, the fees for services may be deducted from the revenues recovered, and/or net payment may be forwarded to the County. At a minimum, Contractor shall submit monthly invoices detailing the payments received from all Third Party payers during the prior month. In no case shall County pay to Contractor any amounts pursuant to this Sub-paragraph 5.2, Provision for Payment, for any Third Party payments received by Facilities prior to the services start date. Contractor shall be entitled to payments, pursuant to this Sub-paragraph 5.2, Provision for Payment, for completed services provided by Contractor on accounts which were referred to and accepted by Contractor and not recalled by County prior to expiration or other termination of this Contract.

All disputed accounts shall be resolved by County and Contractor as follows:

1. County will use a "Disputed Account Form" mutually agreed upon by County and Contractor.
2. Each disputed account may be returned to Contractor for additional information.

3. Contractor shall have thirty (30) days from receipt of a Disputed Account Form to respond to County's dispute.
4. County shall have thirty (30) days to accept or reject Contractor's response and process Contractor's invoice for the disputed claim. If County rejects Contractor's response and denies payment, Contractor must file an appeal to the Chief of Revenue Management for final disposition.

5.2.7 Contractor hereby agrees that any payments made by County to Contractor for patient stays/visits originally approved by a Third Party payer, but later disallowed in audit or otherwise recouped by the payer or its intermediary, except for Medi-Cal cost report settlements, shall be repaid/offset to County. All repayments/offsets of payments to be made by Contractor shall be due and payable by Contractor upon Contractor's receipt of an itemized invoice indicating the specific nature and amount of the audit disallowance(s) and/or recoupment(s) and affirming County's intention to immediately repay any disallowances to the effective payer(s). If Contractor fails to immediately reimburse County following its receipt of such invoice, Director may, at his or her sole discretion, deduct such amount from future payments to Contractor. In this regard, Contractor shall be relieved of its responsibilities under this Sub-paragraph 5.2.7, Provision for Payment, if the County has not notified Contractor of any audit disallowances and/or recoupment within one hundred and eighty (180) calendar days of County's receipt of any final disallowance report and/or recoupment notification or within six (6) years of the date of the payment of the Medi-Cal, Medicare, other third-

party payor and/or commercial insurance, etc., claim to County.

5.2.8 The fee payable to Contractor in accordance with services provided under this Contract may be re-negotiated as a result of changes to DHS Facilities (e.g., Health Care Reform, hospital closures, etc.).

5.2.9 Contractor also agrees to maintain records sufficient to document all billings submitted as part of this Contract. Those records shall serve as the basis of the computations required pursuant to this Sub-paragraph 5.2.9, Provision for Payment, and shall contain the following information:

1. Accounts billed;
2. Invoice/control numbers of all billings submitted;
3. Dates of billings;
4. Amounts paid to County, by invoice/control number;
5. Dates of payments to County;
6. Amounts due to Contractor;
7. Dates of payments to Contractor by County; and
8. Account Notes.

County shall cooperate in providing Contractor with access to the information necessary for Contractor to maintain such records and Contractor shall make such records available to County for its inspection, in accordance with Paragraph 8.38, Record Retention and Inspection/Audit Settlement.

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5 Contractor's Close-Out Obligations: Contractor shall continue to process all accepted accounts in Contractor's inventory that have been referred to Contractor prior to the time of expiration of this Contract, unless the Contract is sooner terminated with or without cause by County. Contractor shall complete the processing of such accounts and make every effort to expedite close-out. Contractor shall be reimbursed at the same rates as stated in Sub-paragraph 5.2, Provision for Payment. Contractor shall complete the processing of all such accepted accounts in accordance with the terms and conditions of this Contract, as well as all required reports.

5.6 No Payment for Services Provided Following Expiration/Termination of Contract

Except for Contractor's Close-Out Obligations in Paragraph 5.5 for which Contractor will be reimbursed in accordance with Sub-paragraph 5.2, the Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in "*County's Administration*", *Exhibit C*. The

County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Facility Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Contract Project Manager is designated in "*Contractor's Administration*", *Exhibit D*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Contract Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's

Project Manager and County's Contract Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person visible at all times, and at the discretion of County, may be required to pass a health clearance examination prior to obtaining a badge. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the

satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, Background and Security Investigation, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities,

losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-contractors, to comply with this Sub-paragraph 7.5, Confidentiality as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.5, Confidentiality shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-contractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", *Exhibit E*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, compensation, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director.
- 8.1.3 For any changes in the policies, program information or procedural requirements, addition or removal of a Facility or Facilities from the Contract, rates negotiated in accordance with Sub-paragraph 5.2, Provision for Payment, or assignment of Special Accounts, a written Change Notice shall be prepared and signed by the Director and the Contractor's Contract Project Manager, and approved by County Counsel. Such Change Notice will become part of this Contract.
- 8.1.4 Special Accounts: Notwithstanding Sub-paragraph 8.1.1, Amendments, any change to Special Accounts rates shall be set by Director with the written approval of the Contractor, and shall be equal to or reduced from the contingent fees on regularly referred accounts in accordance with Sub-paragraph 5.2, Provision for Payment.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its

duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, sub-contract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such

termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 **Within ten (10) business days** after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with,

or related to any failure by Contractor, its officers, employees, agents, or Sub-contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 8.6, Compliance with Applicable Law, shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program,

or activity supported by this Contract. The Contractor shall comply with “*Contractor’s EEO Certification*”, *Exhibit B*.

8.8 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a sub-contract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any

12-month period under one or more County contracts or sub-contracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-contractor to perform services for the County under the Contract, the Sub-contractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such sub-contract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor

demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately

make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a

lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Sub-contractors of Contractor

These terms shall also apply to Sub-contractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Sub-contractors, if any, to post this poster in a prominent position in the Sub-contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who

benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in

this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County Facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be

assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 INTENTIONALLY OMITTED

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's sub-contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a sub-contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes

beyond the control of both Contractor and such sub-contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "Sub-contractor" and "Sub-contractors" mean Sub-contractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for

providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5, Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the

requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy

deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street,
Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Director
- (2) Department of Health Services
Revenue Services
313 North Figueroa Street, Room 527
Los Angeles, California 90012-2659
Attention: Chief
- (3) Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210-00
Commerce, California 90022
Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any Third Party claim or suit filed against Contractor or any of its Sub-

Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-contractor Insurance Coverage Requirements

Contractor shall include all Sub-contractors as insureds under Contractor's own policies, or shall provide County with each Sub-contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying

each Sub-contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including

owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

▪ Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director at his/her option, in addition to, or in lieu of, other remedies provided herein, may

withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, in a written notice describing the reasons for said action.

- 8.26.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, Attachment D, *"Statement of Work"*, *Exhibit A*, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for

completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2, Liquidated Damages, shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, Liquidated Damages, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 INTENTIONALLY OMITTED

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of "*Contractor's EEO Certification*", *Exhibit B*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance

with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28, Nondiscrimination and Affirmative Action, when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28, Nondiscrimination and Affirmative Action, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DHS from performing all or part of such services, when possible, using County employees or acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as

stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Sub-contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Sub-contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit G* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in "*County's Administration*", *Exhibit C* and "*Contractor's Administration*", *Exhibit D*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37, Publicity shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.38.1 Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

The Contractor also shall maintain accurate and complete financial records of its activities and operations relating to this

Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

8.38.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.3 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report, including Statement on Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable

Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUB-CONTRACTING

- 8.40.1 The requirements of this Contract may not be sub-contracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to sub-contract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to sub-contract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed sub-contract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Sub-contractor in the same manner and to the same degree as if such Sub-contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to sub-contract, notwithstanding the County's approval of the Contractor's proposed sub-contract.
- 8.40.5 The County's consent to sub-contract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-contractors of this County right.
- 8.40.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any sub-contract and Sub-contractor employees. After approval of

the sub-contract by the County, Contractor shall forward a fully executed sub-contract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to sub-contract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-contractor maintains all the programs of insurance required by the County from each approved Sub-contractor. Before any Sub-contractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street,
Sixth Floor-East
Los Angeles, California 90012-2659
Attention: Director
- (2) Department of Health Services
Revenue Services
313 North Figueroa Street, Room 527
Los Angeles, California 90012-2659
Attention: Chief
- (3) Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210-00
Commerce, California 90022
Attention: Director

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14, Contractor's Warranty

of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.43, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, Termination for Default, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.43.3 Except with respect to defaults of any Sub-contractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2, Termination for Default, if its failure to perform this Contract arises out of causes beyond the control and without the fault or

negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, Termination for Default, the terms "Sub-contractor" and "Sub-Contractors" mean Sub-contractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42, Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Sub-paragraph 8.43, Termination for Default, shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of

business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, Waiver, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise

recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program. Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

8.52 FACILITIES RULES AND REGULATIONS

During the time that Contractor's employees, or Sub-contractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Contract and, during the term of this Contract, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility

of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or Sub-contractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or Sub-contractor has violated such rules or regulations, or (2) such employee's or Sub-contractor's actions while on County premises, indicate that such employee or Sub-contractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.53 STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE

Contractor shall ensure that no employee or other person under Contractor's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit H in order to provide those

services. The County and the Contractor therefore agree to the terms of “Contractor’s Obligations as a *“Business Associate” Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement)*”, Exhibit H.

9.2 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.2.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.2.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.3 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.2, Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue

debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by its Interim Director of Health Services, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director

COMPSPEC, INC., LLC
Contractor

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM
Andrea Ordin, County Counsel

EXHIBIT A

STATEMENT OF WORK

**MEDI-CAL RESOURCE DEVELOPMENT AND RECOVERY SERVICES
(MRDRS)**

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STATEMENT OF WORK

MEDI-CAL RESOURCE DEVELOPMENT AND RECOVERY SERVICES (MRDRS)

Contractor shall provide MRDRS services for a variety of referred accounts at County Facilities listed in Attachment A (Facility Location/Services Sites).

1. **REFERRAL INFORMATION:**

At the Director's discretion, accounts shall be provided to Contractor, as needed.

- A. Director shall provide Contractor with all available data Director deems pertinent related to the processing of Referred Accounts.
- B. Contractor shall screen potential third party liability on all Referred Accounts.
- C. Director shall provide written authorization to Contractor and the appropriate procedures for billing accounts to other third party payers.
- D. Contractor shall accept County's patient financial, admission, eligibility, and other data in all formats (electronic media, magnetic tape, hard copies, or other formats that become available) as provided by the County.
- E. Contractor may request and be provided with, as allowed under applicable law, the following:
 - 1. Current accounts receivable, admission, demographic, and registration data from the respective Facility systems (i.e., Affinity, etc.), as available in electronic media, hard copies, or other formats that become available on a monthly or more frequent basis.
 - 2. Medicare and Medi-Cal Remittance Files; Contractor shall

reimburse County for County's cost to reproduce these remittance files for Contractor's use.

3. Eligibility and enrollment history files on a monthly basis; Contractor shall reimburse County for its cost to reproduce eligibility and enrollment historic files for Contractor's use.
 4. File layouts for each of the computer files specified in Sub-paragraphs 1 through 3, hereinabove.
 5. Inpatient and ambulatory care self-pay and non-self-pay billing files, as available from the appropriate Facility.
 6. Access to admission, registration, and accounts receivable systems for inquiry purposes.
 7. County patient medical records, for the purpose of determining and verifying dates of patient service and other diagnosis information required for successful completion of the services referred to in this Statement of Work, Exhibit A.
 8. At Director's discretion, any additional files, documents, system access, or other information deemed appropriate to facilitate performance of the services described in this Statement of Work, Exhibit A, hereinabove.
- F. On accounts referred from DHS Facilities, Contractor shall request the necessary information/documentation needed to pursue eligibility determination directly from DHS' Utilization Review, Medical Records, Patient Financial Services. At Director's request, Contractor shall provide personnel to assist in retrieving/photocopying documents.
- G. **On all Referred Accounts, except those from EMS Agency or HSA**, the Director agrees to refer to Contractor for Medi-Cal Fair Hearing and Supplemental Security Income (SSI) cases, supporting admissions and visits for prior and subsequent admissions or visits up to the date of conditional withdrawal or the initial Fair Hearing date, whichever is first.

- H. Within seven (7) calendar days of request of Director, expiration of the term of this Contract, or earlier termination should the Director so notify Contractor, then the Contractor shall provide complete detailed written documentation, exclusive of software, of the systems, methods, and procedures employed in performing services required under this Contract, including but not limited to, collection, account posting, and denial follow-up activities.
 - I. On accounts referred from EMS or HSA, Contractor shall request the necessary information/documentation needed to pursue eligibility determination directly from EMS or HSA (for services provided at non-County facilities). At Director's request, Contractor shall provide personnel to assist in retrieving/photocopying documents.
2. SERVICES TO BE PROVIDED:
- A. Acceptance/Rejection of Accounts
Contractor shall complete the following activities within the time frames as referenced:
 - 1. Prior to submission to the Department of Public Social Services (DPSS) certifier, Contractor shall review Referred Accounts that are anticipated to be denied and notify DHS of Contractor's acceptance/rejection and return all Referred Accounts not accepted by Contractor, including all supporting documentation to County within fourteen (14) calendar days. If Contractor needs additional time to determine acceptance/rejection of said account, an additional time frame may be requested by Contractor and may be granted, as determined by the Director, not to exceed one hundred and twenty (120) calendar days after Contractor initially received the Referred Account from County.
 - 2. Contractor shall review all other Referred Accounts which are not identified in sub-paragraph 1 above within thirty (30) days

or at a time frame determined by the Director and notify County of acceptance/rejection, not to exceed one hundred and twenty (120) calendar days after Contractor initially received the Account(s) from County.

3. Within twenty-four (24) hours, Contractor shall immediately return to the County any account for which the patient is being represented by another non-profit agency, or the patient is pending Medi-Cal in a County facility. Contractor shall not be entitled to a fee or commission for such Returned Account.
4. After Contractor initially receives the Referred Accounts from the County, if additional time over the initial 120 days is needed following acceptance of an account, then additional time may be requested by Contractor and may be granted, as determined by the Director. However, Contractor shall return all Referred Accounts to County that are unresolved (coverage/eligibility is not established), including all supporting documentation, within one hundred eighty (180) calendar days.
5. Whenever Contractor identifies eligibility for, or coverage by a Third Party for a Referred Account, Contractor shall immediately submit to the referring Facility a request for approval to pursue billing and collection on such Referred Account. The referring Facility shall inform Contractor of approval or denial within ten (10) business days of receipt of Contractor's request. Upon the referring Facility's approval, the account can be classified as an Accepted Account.

B. Processing of Accepted Accounts

1. On an as-needed basis, after acceptance of a Referred Account, Contractor shall assist DHS patients in completing and processing Third Party eligibility application(s), in appealing application(s) and/or eligibility denials, and otherwise

identifying any source of payment for services provided. On an as-needed basis, after acceptance of a Referred Account, Contractor shall complete an Authorized Representative and Release of Information Form for those patients: a) for which a third party eligibility application is obtained; b) whose cases are pursued through the Fair Hearing process, or SSI application process.

2. Contractor shall respond to all County inquiries including but not limited to, status and follow-up, telephonic, e-mail or facsimile inquiry, within twenty-four (24) hours of initial inquiry.
3. For accounts referred and accepted by Contractor in which the TAR has been denied, Contractor shall review individual **TAR** denials and supporting medical records to determine if an administrative appeal should be filed. Contractor shall obtain Facility approval prior to proceeding with any administrative appeal.
 - a. Contractor shall perform the administrative appeals for denied days until final resolution is obtained.
 - b. Following final resolution, Contractor shall provide County with a listing of TAR denials and the number of corresponding patient days that were not approved through the administrative appeal process.
 - c. If Contractor recommends legal action on any Referred Account, Contractor must obtain the Director's approval prior to proceeding with any such action. In addition, prior to the pursuit of any legal action regarding TAR denials, Contractor shall agree to first enter into a separate representation agreement with County Counsel's office in order to provide legal representation.

4. On all Referred Accounts, except those from EMS Agency or HSA, the Contractor must identify any retro-eligible admissions/visits to the facility and unpaid admission/visits for accounts that have occurred prior to the date of service of the initial account referred that are within the requirements of Title 22 of California Code of Regulations 50148 and 50197 for retroactive Medi-Cal application, and Contractor must obtain Facility's approval prior to initiating any MRDRS efforts.
5. Contractor shall also provide written explanation for not pursuing the Fair Hearing process for referred Medi-Cal denials and a report noting reason for not initiating an application for Self-Pay referrals which have linkage to the Medi-Cal program.
6. Contractor shall close accounts as they are dispositioned.
7. Contractor may, at a Facility's discretion, be required to electronically update applicable Facility accounts receivable of patient registration system via Excel or other mutually accepted format, for the accounts referred and accepted by Contractor.
8. Contractor shall adhere to all requirements of Medicare, All-Inclusive Rate Provider language in Attachment B.

C. Timely Billings:

Once eligibility is established for Accepted Accounts, Contractor shall complete timely billings with approved Billing Attachment(s) within applicable billing time limits (e.g. Medi-Cal billing time limit found in the California Code of Regulations, etc.). If an Accepted Account requires more than one (1) year to complete the application, County shall provide Letters of Authorization (LOA) to Contractor when County deems LOA is applicable and appropriate at the County's sole discretion.

1. Contractor shall process billings retroactively within applicable regulations and time limitations.
2. Contractor, when authorized at the discretion of Director, shall bill on accounts with other party liability (e.g. accident cases, workers' compensation, etc.).
3. Contractor, when authorized by Director and as allowed by applicable law, shall file Third Party liens on accounts with identified Third Party liability.
4. Contractor shall monitor and follow up on all billings until final resolution is obtained including the resubmission and/or appeal of denied claims. For denied claims, Contractor shall determine the cause of the denial, correct deficiency, and resubmit claims for payment or submit appeals unless and until the claim is determined to be uncollectible. Contractor shall document the reasons the account is uncollectible and report to the referring Facility.
5. Contractor shall pursue full reimbursement for all Referred Accounts. Contractor shall submit in writing any proposed settlement/account compromise, with amount and reason for compromise, to County for approval prior to acceptance, in accordance with DHS' procedures (See Attachment E Background Information on County's Referred Accounts and Financial Practice – Compromise on Patient Account Liability). Contractor shall negotiate with the third party to ensure that the portion of the settlement between the patient and the third party which is allocated to County is fair and equitable. Contractor shall submit all compromise offers to County only when it has determined that the offered amount is the best offer that can be negotiated. For this purpose, Contractor shall provide County all information/documentation within the time

frame specified by Director. If County personnel are required to attend hearings and/or settlement conferences, Contractor shall notify Director at a minimum of fifteen (15) business days in advance of the hearing/conference date.

D. ADMINISTRATIVE TAR (Treatment Authorization Requests) Appeal on Accounts Not Referred:

For accounts which have not been referred to and accepted by the Contractor, Facility may request Contractor to review individual TAR denials and supporting medical records to determine if an administrative TAR appeal of TAR denied days should be submitted. Contractor shall obtain Facility approval prior to proceeding with administrative TAR appeal.

1. For TAR denials approved by the Facility, Contractor shall provide Facility with the results of the administrative TAR appeal, upon receipt of State response to TAR appeal, including a listing of the number of patient days that were approved and denied. Contractor shall bill all approved days as a result of their efforts.
2. Contractor may recommend legal action on remaining denied days but must first obtain the Facility Utilization Review Manager's approval prior to proceeding. If legal action is supported by the Facility Utilization Review Manager, approval will be requested from both the Director and County Counsel. In addition, prior to recommending any such legal action, Contractor shall agree to first enter into a separate representation agreement with County Counsel's office in order to provide legal representation.

E. Patient Documents:

Contractor shall, at Director's request, provide or obtain patient documents and/or certification of documents (e. g., birth certificate, income information, etc.) from patient or responsible relative for third party program requirements.

F. Special Accounts:

In the event the County identifies services substantially similar to those provided by Contractor, the Director may assign special accounts to the Contractor, pursuant to Contract Sub-paragraphs 5.2, Provision for Payment and 8.1, Amendments.

3. REFERRED ACCOUNTS RECALLED:

Director shall have the right to recall any specific Referred Accounts or restrict any further action on any specific accounts or account types (collectively referred to as "Recalled Accounts") already assigned to Contractor. The recall notification will be communicated to Contractor either by e-mail or fax. Within five business days of receipt of recall notification, Contractor shall discontinue any MRDRS efforts. All account/patient information for the Recalled Account shall be immediately returned to DHS, and Contractor shall not be entitled to a fee or commission for such Recalled Account.

4. REPORTS:

- A. Contractor shall maintain a comprehensive audit trail, including all documentation substantiating billings and collections made as a result of the provision of services herein, and provide audit and appeal support to County, including responding to auditor requests for documentation and information and interfacing with the auditors during document review. Contractor shall make available all audit supporting documentation in format and frequency requested by the Director.
- B. Contractor shall provide the following reports to the County, at the time intervals so stated:

1. Each month, Contractor shall provide a listing of newly Accepted Accounts to each Facility.
2. Contractor shall provide the County with monthly summary reports (Attachment C) for each Facility and DHS in total, reflecting the number of Referred Accounts, Accepted Accounts, number of Accepted Accounts with known eligibility, TARS pending, claims pending, approvals, payments received by third party payer, fees and net payment amounts. Contractor shall provide Facilities with a monthly detailed status report in the format requested by the Director, reflecting Accepted Accounts which are “active” or “closed” during the reporting month which shall include, in alphabetical sequence by patient last name, patient’s full name, medical record number, account number, referral date, account amount, and latest activity within fifteen (15) calendar days after end of reporting month, or as negotiated with Director.
3. Contractor shall maintain a payment tracking system to identify by account, by category, by facility, and in total, amounts collected, amounts pending, and Returned Accounts, including reason(s) for return. Contractor shall provide aging reports for billed and unpaid accounts each month or as requested by Director/applicable Facilities.
4. Contractor shall provide the County with a quarterly written or verbal assessment of each County Facility’s performance. Any concerns and recommendations shall be included in such assessment, or at the discretion of Director.
5. Contractor shall provide a monthly report for each applicable Facility reflecting all “closed” accounts during the preceding month, which shall include in alphabetical sequence, patient’s last name, patient’s full name, medical record number, account

number, referral date and account amount.

5. CONTRACTOR PERSONNEL:

- A. Contractor shall notify County Project Director, in writing, of the name, telephone, page and fax numbers of Contractor's designated Contract Manager within ten (10) calendar days prior to the effective date of this Contract.
- B. Contractor's personnel shall be required to sign a confidentiality statement prior to receiving any patient information (e.g., patient account information) from the County or gaining access to any County information system.
- C. Contractor shall work independently on designated assignments in accordance with this Statement of Work. Notwithstanding any representation by County regarding the participation of County personnel under this Contract, Contractor assumes sole responsibility for the timely accomplishment of all activities required by this Contract.
- D. Contractor shall designate a Contract Project Manager to lead and coordinate Contractor's provision of services pursuant to this Contract. The Contract Project Manager shall be required to attend scheduled meetings with County personnel, provide overall management and coordination of this Contract, and shall act as the central point of contact for the Director in all matters regarding this Contract.

6. COUNTY RESPONSIBILITIES:

- A. County does not anticipate assigning any County employees to assist Contractor on a full-time basis regarding services to be provided by Contractor pursuant to this Contract. However, County personnel will be made available to Contractor, at the Director's discretion, to provide input and assistance in order to answer questions and provide necessary liaison, as it relates to this Contract, between Contractor and County Facilities.

- B. County shall provide and make available various operational/administrative records and statistics on County's health operations as defined in Paragraph 1, REFERRAL INFORMATION, relevant to performance of Contractor requirements hereunder for review by Contractor whenever deemed appropriate and feasible by Director, and as may be allowed by applicable law.
- C. At the Director's sole discretion, the County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related use by the Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for any purpose other than for the performance of services for this Contract.
- D. Further at the Director's sole discretion, the County may provide access to automated registration systems, telephones, fax machines, and photocopying equipment, on a non-exclusive basis, for the purpose of performance of services described hereunder. Contractor is prohibited from use of such equipment for any purpose other than for the performance of services for this Contract.

7. PERFORMANCE REQUIREMENTS SUMMARY:

The Performance Requirements Summary Chart, Attachment D, in this Exhibit A outlines major components of the required services to be monitored by DHS during the term of this Contract. It states DHS' expectations for required services in reference to the Statement of Work requirements in terms of the standard of performance, maximum deviation from standard before service will be deemed unsatisfactory, DHS' typical method of monitoring, and the unsatisfactory performance indicator which may be assessed if Contractor services are unsatisfactory.

- A. DHS expects a high standard of the Contractor's performance for the required services. DHS will work with the Contractor to help resolve any

areas of difficulty brought to the attention of DHS by the Contractor before allowable deviation from the acceptable standard occurs. However, the Contractor is expected to comply with all of the terms of this Contract, not just the specific service requirements set forth in the Performance Requirements Summary Chart.

1. Performance Requirements Summary Chart:

- Lists the required services considered most critical to acceptable contract performance and Statement of Work reference. (See column 1 of chart).
- Defines the standard of performance for each required service. (See column 2 of chart).
- Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL), for each required service before County may assess unsatisfactory performance indicators. (See column 3 of chart).
- Shows the monitoring methods DHS will typically use to evaluate the Contractor's performance in meeting the contract requirements. (See column 4 of chart).
- Shows the Unsatisfactory Performance Indicator for exceeding the AQL that each performance deviation may cause to occur. (See column 5 of chart). These indicators may serve as a baseline for liquidated damages pursuant to Sub-paragraph 8.26.2, Liquidation Damages of the Contract.

2. Contract Discrepancy Reports (CDR):

Performance of a required service is considered acceptable when the number of performance deviations found during the quality assurance process does not exceed the number of deviations allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond to a Contract Discrepancy Report (CDR). DHS will evaluate the Contractor's explanation on the CDR and, if DHS

determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by the Contractor, DHS may decline to count such performances unsatisfactory.

3. Remedy of Defects:

Notwithstanding a finding of unsatisfactory performance and assessment of Unsatisfactory Performance Indicators, the Contractor must, within the time period specified by DHS, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by DHS, perform such services again at an acceptable level.

4. Unsatisfactory Performance Remedies:

When performance does not conform to the requirements of the Contract (which by reference also includes the terms of this Exhibit A, Statement of Work), DHS shall have right to apply the following nonperformance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by DHS. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrences.
- Assess unsatisfactory performance deductions in the amount as indicated in Section 7, Performance Requirements Summary and Attachment D, the Performance Requirements Summary Chart of this Exhibit A. Such assessment shall be made in accordance with Sub-paragraph 8.26.2, Liquidated Damages, of the Contract.
- DHS may, in its sole discretion, withhold account referrals and/or assignments until such time as DHS determines Contractor performance has returned to an acceptable level.
- Terminate the Contract for default pursuant to provisions of Sub-

paragraph 8.43, Termination for Default, of the Contract.

B Quality Assurance:

The Contractor shall establish and maintain a written Quality Control Plan to ensure that the requirements of the Contract are met. The Quality Control Plan may be in a chart format. An updated copy must be provided to the County's Project Director ten (10) business days prior to the Contract start date and within ten (10) business days when changes occur during the term of the Contract. The plan shall discuss, but not be limited to, the following:

- 1) The Contractor's quality control or monitoring system covering each individual item listed in Section 7, "Performance Requirements Summary," of this Exhibit A. It must specify the activities to be monitored on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
- 2) The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with the Contract.
- 3) The methods for documenting the monitoring results and, if necessary, the corrective actions taken.
- 4) The method for assuring that confidentiality of patient information is maintained while in the care of Contractor.
- 5) The method for assuring new Contractor employees will sign an Acknowledgement of Confidentiality Agreement prior to starting employment, and will understand and abide by its terms upon starting employment.

On an ongoing basis the Contractor's performance will be compared to the Contract standards and AQLs. DHS may use a variety of inspection methods to evaluate the Contractor's performance, including but not limited to: random sampling; one hundred percent inspection of its output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as

determined necessary to assure a sufficient evaluation of the Contractor's performance; review of reports and files; complaints from DHS; site visits; and patient complaints.

DETAILED LISTING OF COUNTY FACILITIES
BY NETWORKS AND CLUSTERS

Health Services Headquarters/Administration (HSA)

Facility	Location
Health Services Administration (HSA) Building	313 N. Figueroa St. Los Angeles, CA 90012
Ferguson Building	5555 Ferguson Dr., Commerce, CA 90022
Emergency Medical Services (EMS) Agency	10100 Pioneer Blvd. Suite 200 Sante Fe Springs, CA 90670

LAC+USC HEALTHCARE NETWORK

Facility	Location
LAC + USC Medical Center	1200 North State St. Los Angeles, CA 90033
Edward R. Roybal CHC	245 South Fetterly Ave. Los Angeles, CA 90022
El Monte CHC	10953 Ramona Blvd. El Monte, CA 91731
H. Claude Hudson CHC	2829 South Grand Ave. Los Angeles, CA 90077
La Puente HC	15930 Central Ave. La Puente, 91744
Juvenile Court Facility	
Central Juvenile Hall	1605 Eastlake Ave. Los Angeles, CA 90033

METROCARE NETWORK - COASTAL CLUSTER

Facility	Location
Harbor/UCLA Medical Center	1000 West Carson St. Torrance, CA 90509
Long Beach CHC	1333 Chestnut Ave. Long Beach, CA 90813
Bellflower HC	10005 East Flower St Bellflower, CA 90706
Wilmington HC	1325 Broad Ave. Wilmington, CA 90744

METROCARE NETWORK - SOUTHWEST CLUSTER

Facility/Structure	Location
MLK Multi-service Ambulatory Care Center (MACC)	12021 S. Wilmington Ave. Los Angeles, CA 90059
Hubert H. Humphrey CHC	5850 South Main St. Los Angeles, CA 90003
Dollarhide HC	1108 North Oleander St. Compton, CA 90220

Rancho Los Amigos National Rehab Center

Facility	Location
Rancho Los Amigos National Rehabilitation Center	7601 E. Imperial Highway Downey, CA 90242

VALLEY CARE NETWORK

Facility	Location
Olive View-UCLA Medical Center	14445 Olive View Drive Sylmar, CA 91342
Mid-Valley CHC	7515 Van Nuys Blvd., Van Nuys, CA 91408
San Fernando HC	1212 Pico St. San Fernando, CA 91340
Vaughn Health Center (school based)	1330 Vaughn St. Pacoima, CA 91330

HIGH DESERT HEALTH SYSTEM

Facility	Location
High Desert Health System MACC	44900 N. 60 th Street, West Lancaster, CA 93336
Antelope Valley Health Center	335-B East Ave. K-6 Lancaster, CA 93535
Lake Los Angeles Community Clinic	16921 East Ave O, Space G Lake Los Angeles, CA 93591
Littlerock HC	8201 Pearblossom Highway, Littlerock, CA 93543
South Valley HC	38350 40 th St. East Palmdale, CA 93552

**CONTRACT FOR
MEDI-CAL RESOURCE DEVELOPMENT AND RECOVERY SERVICES**

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AND CLINICAL HEALTH ACT (HITECH)
-

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY FACILITY CONTRACT PROJECT MONITORS:

Name: Jody Nakasuji
Title: Chief Financial Officer (Harbor-UCLA/MLK-MACC)
Address: 1000 West Carson Street, Box 40, Torrance, CA 90509
Telephone: 310-222-3004 Facsimile: 310-222-2881
E-Mail Address: Jnakasuji@dhs.lacounty.com

Name: Anthony Gray
Title: Chief Financial Officer (Olive View UCLA MC)
Address: 14445 Olive View Dr., Sylmar, CA 91342
Telephone: 818-364-3006 Facsimile: 818-364-3011
E-Mail Address: tgray@dhs.lacounty.gov

Name: Robin Bayus (Rancho)
Title: Chief Financial Officer (Rancho Los Amigos National Rehabilitation Center
– Dept of Finance)
Address: 7601 East Imperial Hwy., SSA Bldg., Rm 2208, Downey CA 90242
Telephone: 562-401-7327 Facsimile: 562-803-4987
E-Mail Address: rbayus@dhs.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Mary Johnson
Title: Chief, Revenue Management (HSA)
Address: 313 N. Figueroa St. Room 527, Los Angeles, CA 90012
Telephone: 213-240-7985 Facsimile: 213-482-9179
E-Mail Address: mjohnson@dhs.lacounty.gov

COUNTY'S ADMINISTRATION (CON'T)

COUNTY PROJECT MANAGER:

Name: Lisa Martinez

Title: Fiscal Officer II, HSA

Address: 313 N. Figueroa St. Room 534, Los Angeles, CA 90012

Telephone: 213-240-8221 Facsimile: 213-240-8217

E-Mail Address: lumartinez@dhs.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

Name: Mark Corbet (LAC+USC MC)
Title: Interim Chief Financial Officer ((LAC+USC MC)
Address: 1200 N. State St., Inpatient Tower, 2nd Floor, Room C2K100, Los Angeles,
CA 90033
Telephone: 323-409-6871 Facsimile: 323-441-8030
E-Mail Address: mcorbet@dhs.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Mary Johnson
Title: Chief, Revenue Management (HSA)
Address: 313 N. Figueroa St. Room 527, Los Angeles, CA 90012
Telephone: 213-240-7985 Facsimile: 213-482-9179
E-Mail Address: mjohnson@dhs.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Lisa Martinez
Title: Fiscal Officer II, HSA
Address: 313 N. Figueroa St. Room 534, Los Angeles, CA 90012
Telephone: 213-240-8221 Facsimile: 213-240-8217
E-Mail Address: lumartinez@dhs.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name/Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name/Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name/Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name/Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

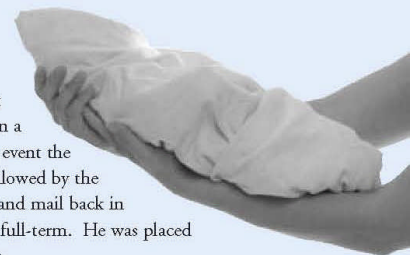
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalet y el padre/madre o el adulto que lo entregue recibirá un brazalet igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalet con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 **"Breach"** has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 **"Disclose"** and **"Disclosure"** mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 **"Electronic Health Record"** has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.10 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 “Security Rule” means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 “Services” has the same meaning as in the body of this Agreement.
- 1.14 “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 C.F.R. § 164.402.
- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

- 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business

Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social

security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Contractor's Name:

Address:

E-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Contractor's name), I _____
(Name of Contractor's authorized representative), certify that the information contained in this Contractor's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

CBE Firm/Organization Information Form

- I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

- IV. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Contractor's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

Page 1 of 2

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Contractor further agrees it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Contract without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Contractor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its proposal in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Contractor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative